

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
EL PASO DIVISION

FILED

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CLERK, US DISTRICT COURT  
WESTERN DISTRICT OF TEXAS

JOANNA DYSON WHITE,

*Plaintiff,*

v.

BMO FINANCIAL GROUP a/k/a  
BMO – BANK OF MONTREAL and  
BANK OF THE WEST

*Defendants.*

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BY

*MS*

DEPUTY

EP-08-CV-401-PRM

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AGREED JUDGMENT PURSUANT TO SETTLEMENT

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BE IT REMEMBERED that on this day, came to be heard the above-styled and numbered civil action, Plaintiff Joanna Dyson White ("White"), by and through her attorney of record herein, and Defendants BMO Financial Group a/k/a BMO Bank of Montreal ("Bank of Montreal") and Bank of the West, by and through their attorneys of record herein. All Parties jointly announced that any and all disputes between them had been resolved by agreement, and all Parties jointly moved the Court to enter judgment in this civil action in accordance with their settlement. It appears to the Court that judgment should be entered accordingly, as follows:

It is ORDERED, ADJUDGED, and DECREED by the Court that:

1. Draft No. 45490147-2, dated March 6, 2008, made payable by Bank of Montreal to White (the "Draft") is lost;
2. The Draft is void;

3. White shall not endorse, cash, negotiate, or present the Draft for payment or transfer the Draft to a holder in due course should it come into her possession, custody, or control.

4. No person or entity can be a holder in due course of the Draft;

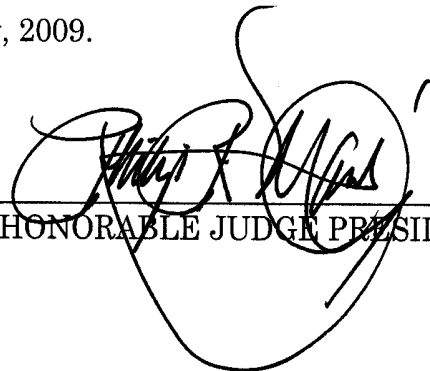
5. White has an enforceable claim pursuant to Section 3.312(b) of the Texas Business and Commerce Code;

6. Pursuant to the settlement, Bank of Montreal, as the Obligated Bank, shall honor White's claim under Section 3.312(b) of the Texas Business & Commerce Code; and

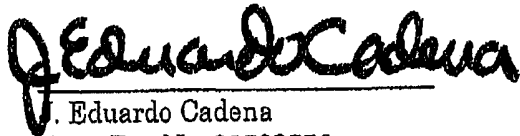
7. Bank of Montreal, as the Obligated Bank, is hereby discharged from any and all continuing liability concerning the Draft pursuant to Section 3.312(b)(4) of the Texas Business and Commerce Code.

It is further ORDERED by the Court that any and all relief not expressly granted herein is DENIED and that all costs of Court are hereby taxed to the party incurring the same.

SIGNED this 11<sup>th</sup> day of February, 2009.

  
HONORABLE JUDGE PRESIDING

AGREED AS TO FORM AND  
ENTRY REQUESTED:

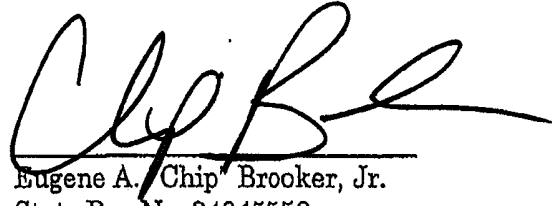


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JOANNA DYSON WHITE

AGREED AS TO FORM AND  
ENTRY REQUESTED:

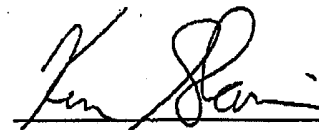


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